

## **SALES & PURCHASE AGREEMENT**

**Agreement Number: MXEI/AG- /2020**

This Contract and all Procedures herein collectively (the "Agreement") is hereby entered into by and between the SELLER and BUYER on "/05/2020". This Agreement is valid only till 5<sup>th</sup> day of the month of June 2020.

### ***CLAUSE 1: THE PARTIES***

Between:

**MX EXPORT & IMPORTER, HYDERABAD:**

**Company: Mx Export & Importer**

**Address: Plot no. 53, Road no. 70,  
Jubilee Hills, Hyderabad-500033**

**Represented by: Venkateshwar Rao Matha**

And:

**The Buyer:**

**Company :**

**Address :**

**Contact Person:**

**Company GST Number :**

### ***CLAUSE 2: 3M MASK DRAFT CONTRACT***

We hereby confirm with full corporate responsibility, that we MX EXPORT & IMPORTER, Hyderabad are the seller for the above referenced offer, that the commodity of 3M N95 Mask 1860, 8210 & 8210V being offered is available and genuine and that below referred offer is a Bonafede offer. This copy either facsimile, email or hard copy shall be accepted as an original and binding document by all parties involved in this transaction.

**The Seller:**

Signed with Company Stamp this Date:

**The Buyer:**

Signed with Company Stamp this Date:

As the seller, we are ready, willing and able to deliver the herein offer of the 3M N95 MASK 8210 that **"Buyer Name:\_\_\_\_\_** made inquiries to, under the following terms and conditions:

Product: 3M N95 MASK 8210, 8210V & 1860  
EXTRA 5% GST

### *Delivery:*

#### Terms of Payment:

1. LOI (LETTER OF INDENT ) and POF (PROOF OF FUNDS ) have to be given.
2. Then a PO and Binding Contract needs to be signed between the Seller and Buyer with an assurance amount of Rs. 50000.
3. Rs. 50000. is only a security deposit to be sure of the client's intent to open the LC and will be refunded immediately after the Buyer shows the LC copy.
4. Once this is done a PROFORMA INVOICE and CONTRACT will be issued from the seller to the buyer.
5. On that basis the LC will be opened by your BANK.
6. Once you show the LC copy the Rs. 50000 will be refunded and your order is processed.
7. We will show you your Order details and Certificates before dispatch.
8. We provide you the SGS certificate . This will give you all details about the quality and specs of the product.
9. Starting from the day of LOI, Within Seven to Nine days you will have the goods at the airport and after customs clearance, you can collect the same.
10. Once you have inspected the goods before dispatch you will inform the Bank to release the LC and then collect the goods.
11. In case you want to go for RTGS transactions that's with 50% advance on SGS certificate and balance before dispatch, the rates will be the same.
12. This Agreement is only valid from 23 May 2020 to 05 June 2020.

#### **CLAUSE 3: PAYMENT**

- Certificate of origin
- Insurance certificates (optional)
- Commercial invoice non-GST, Buyer has to provide Undertaking to void GST or Buyer is liable to pay GST on the quoted/Invoiced value
- Packing list

#### **The Seller:**

Signed with Company Stamp this Date:

#### **The Buyer:**

Signed with Company Stamp this Date:

#### **CLAUSE 4: COORDINATES OF THE PARTIES**

##### **THE SELLER COORDINATES**

**Company:**

**Address:**

**Represented by:**

**Title: PROPRIETOR**

##### **THE SELLERS BANKER DETAILS**

**Bank Name:**

**Bank Address:**

**Bank Swift Code:**

**Account Name:**

**Account Number**

**IFSC Code:**

**Account Signatory Name:**

**Bank Website:**

##### **THE BUYER COORDINATES**

**Company:**

**Address:**

**Represented by:**

**Company Registration**

##### **THE BUYER BANKER DETAILS**

**Bank Name:**

**Address:**

**Account Name:**

**Account No.**

**Bank Swift No.**

**Bank Officer:**

**Bank Phone No.:**

**Email:**

**The Seller:**

Signed with Company Stamp this Date:

**The Buyer:**

Signed with Company Stamp this Date:

## **CLAUSE 6 - DOCUMENTS**

6.1 Commercial invoice issued by the beneficiary showing the description of goods, total amount, number and gross/net weight of the goods.

6.2 Certificate of quality and quantity issued by Manufacturer or Concerned Authority

6.3 Certificate of origin issued by the ministry of trade or the chamber of commerce.

6.4 Packing list showing commercial invoice number, contract number, container numbers, seal numbers, gross weight & net weight and number of bill of lading and name of vessel issued by the beneficiary.

## **CLAUSE 7 - DELIVERY**

7.1 The seller warrants perform all administrative procedures to support the buyer with the transportation until the good are delivered at AIRPORT.

7.2 In accordance with the provision, seller and buyer acknowledge and make delivery of agreed quantity for an agreed duration or as agreed between the parties, but subject to availability of Goods and scheduling of shipment.

## **CLAUSE 8 - INSPECTION OF QUALITY AND QUANTITY DETERMINATION**

8.1 Of the seller and buyer mutually agree that the independent SGS / B.V./ ASA inspector will be appointed at designated loading point to access the quantity and quality of the load according to the provisions contained therein. The buyer is responsible for the fees of the inspector for inspection at the port of loading. The inspection in the port of Destination SGS / B.V or any equivalent at the Buyer's expense.

8.2 Quantity and quality of evaluations conducted by SGS /SGS/ASA inspector shall be in accordance with the methods and procedures used in industry practices of ply.

## **CLAUSE 9 - PENALTIES (NOT PERFORMANCE)**

9.1. If either party fails to fulfil any of its obligations to the other party in connection with this agreement, then the suffering of the parties will have the option to declare a default against the failure of the parties

9.2. The failure by either party to act against the other, in the case of the other party is not in default of the obligations or conditions of this agreement shall not be construed as a waiver of any subsequent action breach of the same or other obligations or conditions.

**The Seller:**

Signed with Company Stamp this Date:

**The Buyer:**

Signed with Company Stamp this Date:

#### **CLAUSE 10 - FORCE MAJEURE**

10.1. Either party shall not be held responsible for failure or delay to perform all or any part of this agreement due to flood, fire, earthquake, draught, war or any other events which could not be predicted, controlled, avoided or overcome by the relative party. However, the party affected by the event of force majeure shall inform the other party of its occurrence in writing as soon as possible and thereafter send AA certificate of the event issued by the relevant authorities to the other party within 15 days after its occurrence for purposes of this law, force majeure means any objective circumstance which is unforeseeable, unavoidable and insurmountable.

#### **CLAUSE 11- ARBITRATION**

11.1. In case of any dispute the matter shall be referred to arbitration under the provisions of INDIA Arbitration act or any statutory provision thereof being in force and its award shall be final and binding on the parties herein or their representatives.

The “Parties” reserve the right to change their banks in the event that such change should become reasonably necessary in order to accomplish the provisions of the “Agreement”.

#### **CLAUSE 12: INTEGRATION AND MODIFICATION**

The Agreement constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous Agreement or understandings of the parties, oral or written, regarding the subject matter of this Agreement. No modification, waiver, termination, rescission, discharge or cancellation of this Agreement shall affect the right of any party to enforce any claim or right under this Agreement, whether or not liquidated, which occurred prior to the date of such modification, waiver, termination, rescission, discharge or cancellation. This Agreement may not be modified, except in writing, and signed by the authorized representative of the parties. The parties hereto agree to make any amendment / modification required bringing this Agreement in compliance with applicable antitrust laws.

#### **CLAUSE 13: SIGNATURES**

By signing below the “Parties” hereby warrant and represent that they shall abide by their corporate and legal responsibilities to fully execute the terms and conditions of the “Agreement” under penalty of perjury:

**The Seller:**

Signed with Company Stamp this Date:

**The Buyer:**

Signed with Company Stamp this Date: